محكمة قطر الدولية
ومركز تسوية المنازعات
QATAR INTERNATIONAL COURT
AND DISPUTE RESOLUTION CENTRE

In the name of His Highness Sheikh Tamim bin Hamad Al Thani,

Emir of the State of Qatar

Neutral Citation: [2026] QIC (C) 6

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

COSTS ASSESSMENT

Date: 25 June 2026

CASE NO: CTFIC0032/2024

IBRAHIM AL-NASR

Claimant/Respondent

v

NEXUS FINANCIAL SERVICES WLL

Defendant/Applicant

AND

CASE NO: CTFIC0033/2024

ALI AL-MAADEED

Claimant/Respondent

v

NEXUS FINANCIAL SERVICES WLL

Defendant/Applicant

JUDGMENT

Before:

Mr Umar Azmeh, Registrar

Order

1. The total reasonable costs incurred by the Defendant across both trials and the appellate proceedings are **QAR 907,450**.

2. The costs in (1), above, are to be paid as follows:

    i. Mr Al-Maadeed is to pay the Defendant the sum of **QAR 329,557**.

    ii. Mr Al-Nasr is to pay to the Defendant the sum of **QAR 294,778**.

iii. The Claimants are jointly and severally liable to the Defendant in the sum of **QAR 283,115** representing the allowable costs of the appellate proceedings.

3. The costs awarded in paragraphs (1)-(2), above, must be paid no later than 14 days after the date of this judgment.

Judgment

Introduction and background

1. The Claimants, Ibrahim Al-Nasr and Ali Al-Maadeed, brought claims against the Defendant for, inter alia, breach of contract and mis-selling in the context of sizable investments initially made through the Defendant as broker. Both claims were dismissed in March 2025 (Al-Nasr – [2025] QIC (F) 15 and Al-Maadeed – [2025] QIC (F) 16), with the usual costs order that the Claimants were to pay the reasonable costs of the Defendant.

2. Both Claimants applied for permission to appeal. Permission was refused by the Appellate Division following an oral hearing, and the applications were dismissed ([2026] QIC (A) 5). The Appellate Division also directed that the Claimants must pay the costs of the Defendant in relation to the application for permission to appeal.

3. The parties have failed to agree the quantum of costs and therefore it falls to me to conduct the assessment, having received submissions from both parties.

Preliminary on costs

4. As the issue to be ventilated in this section frequently arises in the context of costs assessments, I propose briefly to explain the function of this process and my powers within it.

5. The First Instance Circuit and the Appellate Division in this case have both made costs orders in favour of the Defendant. Those orders follow the general rule in article 34 of the Court's Rules and Procedures (the '**Rules**') that the unsuccessful party is to pay the costs of the successful party. In these circumstances, I am bound by costs orders made by the First Instance Circuit and Appellate Division. In other words, I do not have the power to ignore those orders and refuse to make any costs award in favour of the successful party.

Thus, where parties invite me to do so – as in this case – I am unable to accept that invitation.

6. Second, the merits of the case have already been argued and decided. I am only able to take the merits of the case into account to a very limited extent on the question of reasonableness. Therefore, when submissions are received that argue that the case of the unsuccessful party was strong and that the substantive decision of the First Instance Circuit or Appellate Division was wrong in some way, those submissions are not ones that can assist me as those issues are now res judicata.

7. Third, the only grounds upon which I can reduce costs claimed are if those costs are not reasonable: reasonably incurred or reasonable in amount. Overall, the costs should also be proportionate where costs on the standard basis are to be awarded; proportionality falls away in the case of indemnity costs. Appeals to justice and equity are not part of the legal test which I must apply and therefore must be disregarded: should parties wish to make these submissions, they should be made before the Court making the costs order.

Submissions

8. Al Tamimi & Company ('**Tamimi**'), on behalf of the Defendants, filed and served their submission, attaching a summary of costs, inter partes correspondence relating to costs, and the ledgers/narratives. They claim a total of QAR 1,169,607.87 broken down as follows:

    i. First Instance Circuit (Al-Nasr): QAR 361,377.50.

    ii. First Instance Circuit (Al-Maadeed): QAR 343,917.50.

    iii. First Instance Circuit Disbursements: 43,018.

    iv. Appellate proceedings fees: QAR 366,013.

    v. Appellate proceedings disbursements: QAR 12,050.10.

9. The costs submission makes, inter alia, the following points:

i. The costs claimed are "*manifestly proportionate to the value at stake*", with Mr Al-Nasr claiming $10,700,000, and Mr Al-Maadeed claiming $11,350,000. The costs of QAR 1,169,607.87 are "*modest*" in relation to the combined total of over $22,000,000 sought by the Claimants.

ii. The two cases were heard successively and Tamimi "*maintained efficiencies across both matters, and the costs submitted reflect the proportionate allocation of work between the two files*."

iii. The manner in which the work was conducted by Tamimi was reasonable and reflected an appropriate allocation of resources, with fee earners of different levels doing work commensurate with their experience.

iv. The matter was complex as the claims were "*framed on multiple legal bases*", including issues brought up at trial without prior pleading.

v. The "*conduct of Mr Al-Maadeed and Mr Al-Nasr and their lawyers throughout these proceedings materially increased the costs that Nexus was required to incur*", and specifically the preparation of separate bundles for each trial and the appellate proceedings, which the Claimants should have "*taken the lead in preparing*" but "*failed to do so*". Furthermore, witness evidence at first instance was not served on the Defendant and was only provided to them by the Registry, requiring the Defendant to update the bundles.

10. The Claimants' joint response made, inter alia, the following points:

i. The aim of the costs regime before the Court is not to penalise one party but to achieve justice, equity and proportionality, with costs required to be reasonable before they can be recovered. On these grounds, the entire claim should be dismissed, and no costs awarded to the Defendant at all on the grounds that what the Defendant is claiming is unreasonable.

ii. The cases brought before the Court were neither vexatious nor unreasonable. Nexus failed to discharge its duties, acted negligently, and is now claiming legal costs.

iii. The cases were not successful on procedural grounds relating to the presentation of the case, not on a substantive basis, and therefore the Defendant's success was not a full substantive success entitling it to all of its costs. The Court is required to look at the actual measure of success rather than the abstract procedural outcome. Based on the evidence and principles of justice, the Defendant was in fact the losing party and should have been directed to pay the costs of the Claimants.

iv. As to conduct, the Defendant's conduct was the primary cause of the dispute, in its fundamental failures as a broker. The Claimants granted the Defendant ample opportunity to resolve the dispute, but this was to no avail and the Claimants had no other option but to litigate.

v. The Practice Direction No. 2 of 2024 (Costs) notes that justice represents the primary consideration in the costs assessment process: these requirements necessitate the awarding of no costs. In relation to the appellate proceedings, the Defendant's lawyer did not conduct meaningful work, which stands in contrast to the significant work undertaken by the Claimants' lawyers.

vi. Under article 2(d) of the Insurance Mediation Business Rules [presumably of the QFC], the broker must manage its own litigation cases, and therefore outside counsel's fees must be disallowed in full.

vii. The fees claimed are exaggerated, unreasonable and disproportionate to the amount claimed and the case which only required one hearing without numerous witnesses or experts. Furthermore, under the "*contract*" the Defendant is required to maintain an in-house legal department to conduct litigation which means that counsel's fees must be disallowed in full.

viii. Each fee and expense on the ledger is contested and objected to as they are unreasonable and inaccurate.

11. The Defendant sensibly did not elect to file and serve a further submission in reply.

Approach to costs

12. Article 34 of the Rules reads as follows:

> *34.1. The Court shall make such order as it thinks fit in relation to the parties' costs of proceedings.*
>
> *34.2. The unsuccessful party pays the costs of the successful party. However, the Court can make a different order if it considers that the circumstances are appropriate.*
>
> *34.3. In particular, in making any order as to costs, the Court may take account of any reasonable settlement offers made by either party.*
>
> *34.4. Where the Court has incurred the costs of an expert or assessor, or other costs in relation to the proceedings, it may make such order in relation to the payment of those costs as it thinks fit.*
>
> *34.5. In the event that the Court makes an order for the payment by one party to another of costs to be assessed if not agreed, and the parties are unable to reach agreement as to the appropriate assessment, the assessment will be made by the Registrar, subject to review if necessary by the Judge.*

13. In *Hammad Shawabkeh v Daman Health Insurance Qatar LLC* [2017] QIC (C) 1, the Registrar noted that the "…*list of factors which will ordinarily fall to be considered*" to assess whether costs are reasonably incurred and reasonable in amount will be (at paragraph 11 of that judgment):

i. Proportionality.

ii. The conduct of the parties (both before and during the proceedings).

iii. Efforts made to try and resolve the dispute without recourse to litigation.

iv. Whether any reasonable settlement offers were made and rejected.

v. The extent to which the party seeking to recover costs has been successful.

14. *Hammad Shawabkeh v Daman Health Insurance Qatar LLC* noted as follows in relation to proportionality, again as non-exhaustive factors to consider (at paragraph 12 of that judgment):

    i. In monetary … claims, the amount or value involved.

    ii. The importance of the matter(s) raised to the parties.

    iii. The complexity of the matters(s).

    iv. The difficulty or novelty of any particular point(s) raised.

    v. The time spent on the case.

    vi. The manner in which the work was undertaken.

    vii. The appropriate use of resources by the parties including, where appropriate, the use of available information and communications technology.

15. One of the core principles (elucidated at paragraph 10 of *Hammad Shawabkeh v Daman Health Insurance Qatar LLC*) is that "*in order to be reasonable costs must be both reasonably incurred and reasonable in amount*."

16. The relevant principles from the caselaw are now codified into Practice Direction No. 2 of 2024 (Costs) (the '**Practice Direction**').

17. Relevant to this particular case is *Sami Mahgoub Mohammed Moustafa v Sharq Insurance LLC* [2025] QIC (C) 9 at paragraph 21, in which I ruled that where a party to proceedings does not file substantive submissions in the costs assessment process, they cannot expect the Court to do a line-by-line assessment itself (see also *Cheikh Tidiane Niang v Clement Sports QFC LLC* [2026] QIC (C) 6 at paragraph 13).

Analysis of fees

Claimants' submission

18. Parts (i), (iii), (vi) and (vii) of the Claimant's submission (outlined at paragraph 10, above) all submit that I should decline to award the Defendant any costs at all for various reasons. There are several reasons why that submission is wrong, but there is no necessity to go into any detail as I am bound by the orders of the First Instance Circuit and Appellate Division and therefore do not have the power to decline to award any costs at all on principle as I am being invited to do (I would not have done so anyway).

19. Submission (ii) makes the point that the claims brought were neither vexatious nor unreasonable. I would agree with the Claimants' lawyers on this point, and neither the First Instance Circuit nor the Appellate Division made any finding that the claims were either vexatious or unreasonable. Submission (ii) is linked to submission (iv) which is to the effect that the Defendant was only successful on procedural grounds rather than on substantive grounds, and therefore in reality the Defendant was in fact the unsuccessful party, not the Claimants. As noted in paragraph 18, above, the merits or otherwise of this submission are not for me – the First Instance Circuit and Appellate Division have directed that the Claimants must pay the costs of the Defendant and therefore I am bound to follow those orders. What I can say, though, is that based on the principles applied in this Court, the Defendant is clearly the successful party. Whatever evidence may or may not have been presented, the Defendants successfully defeated a complex and high-value set of claims brought in contract: I would not characterise this as a plain procedural or technical success.

20. Submission (iv) is to the effect that Claimants gave the Defendant multiple opportunities to settle the matter, and given the Defendant's inaction, the Claimants were left with no option but to file their claims. No formal settlement offers made by the Claimants to the Defendants have been placed before me. However, having sat through the case, one key bone of contention was how the investments came to be moved away from the Defendant to OMI and their value at the time of the trial. The Claimant's position was that the transfer to OMI was unauthorised and was the responsibility of the Defendant. The Claimants also refused to obtain an up-to-date value for the investments. The Defendant's position was

that transfers of this nature are only done on instructions from the client or an authorised representative and that it tried to obtain the investment value of the new investments but was told by OMI that as it – i.e. Nexus – was neither the client nor an authorised representative, those details were private. Nexus conveyed this information to the Claimants. It is difficult to see how in those circumstances a settlement could have been feasibly reached, and so I am of the view that this point does not in any event take the Claimants anywhere.

21. The final point made by the Claimants at (viii) of their costs submission is that all items claimed by the Defendant are contested as unreasonable and inaccurate. Unfortunately, this is an invitation to this Court to do all of the heavy-lifting and go through the many pages of detailed ledgers submitted by the Defendant. As I noted in both *Sami Mahgoub Mohammed Moustafa v Sharq Insurance LLC* [2025] QIC (C) 9 and *Cheikh Tidiane Niang v Clement Sports QFC LLC* [2026] QIC (C) 6 (see paragraph 17, above), this is not an exercise that I will perform in the absence of a party bothering to undertake it itself.

Hourly rates and division of work – First Instance Circuit

22. A quick note on hourly rates and division of work so that the principles upon which these assessments are conducted are well understood by readers of this judgment. First, parties are entitled to instruct whomsoever they wish to represent them before the QFC Court. They are entitled to instruct lawyers commanding very high fees. That is their right. Second – and following from the first point – parties are under no obligation to instruct the cheapest lawyers possible to ensure that if they are successful, their unsuccessful opponents can meet a lower set of costs than had they instructed more expensive lawyers. Third, parties are not obliged to structure their legal team so that most or all of the work is done by the lowest level fee earner, again to ensure that if they are successful, their unsuccessful opponents can meet a lower set of costs than had the legal team been structured in another way. Fourth, costs orders in this Court are not designed to punish the unsuccessful party; they are designed to compensate the successful party who has succeeded in a case brought by them or against them, a case that – by virtue of the result – the successful party has been held by the Court to be in the legally correct position, with the unsuccessful party being in the wrong. A party that has successfully brought or defended a case has the right to be

compensated for the money that they have spent in order (rightly, given the result) to secure their rights.

23. The hourly rates that Tamimi charged through this case are as follows: QAR 3,500 (partner), QAR 3,000-3,350 (senior counsel), QAR 2,600-2,850 (senior associate), QAR 1,800-2,400 (associate), QAR 1,400-1,500 (trainee solicitor), and QAR 1,200-1,400 (legal assistant/paralegal). Having regard to the rates commonly charged in the Doha market for a firm of the stature of Tamimi – a regional/international firm – these rates are in my judgment reasonable.

24. Tamimi helpfully provided me with a detailed breakdown of the fee earners working on these matters, along with their total hours in relation to each tranche of the litigation. Tamimi has billed separately in respect of each trial for the first instance proceedings and has billed collectively in relation to the appeal. The breakdown of work for each set of proceedings is as follows:

Al-Maadeed

- Partner – 13.66%.
- Senior Counsel/Senior Associate – 45.84%.
- Associate – 23.63%.
- Trainee /paralegal/legal assistant – 16.87%

Al-Nasr

- Partner – 13.19%.
- Senior Counsel/Senior Associate – 56.02%.
- Associate – 24.33%.
- Trainee/paralegal/legal assistant – 6.47%.

Appellate proceedings

- Partner – 33.25%.
- Senior Counsel/Senior Associate – 39.63%,
- Associate – circa 15%.
- Trainee – circa 12.14%.

25. I have carefully studied the ledgers provided by Tamimi, but I repeat what I have recorded above, namely that I will not be performing a line-by-line analysis of the ledgers on behalf of the Claimants in this exercise. This is an exercise that unsuccessful parties must conduct themselves should they wish for reductions by this method. The core reason for this is that should it be left to the Court, it may well result in the unsuccessful party obtaining a greater reduction than it would have with me undertaking the assessment compared to if it conducted that exercise itself. This would be unfair to the successful party and would also require me to assume the role of a quasi-party rather than undertaking a neutral judicial exercise.

26. I am of the view that the balance that the Defendant has struck regarding the division of work ought to be redressed slightly in relation to the trials. The partner's work as a proportion of the overall time I view as entirely appropriate. I am of the view that an associate-level fee earner ought to have taken on more than just under 25% on both files, with that time coming from a higher-grade fee earner. The trainee/paralegal/legal assistant's time is appropriate on the Al-Maadeed file and ought to be similar on the Al-Nasr file. Therefore, the time allocations I will allow on both files are as follows – leaving the partner time as it is (rounded down to the nearest per cent) – senior counsel/senior associate 35% (I will treat both categories of fee earner for the purposes of this judgment as the same as they are higher ranking fee earners of experience just below partner level), Associate, 35% and trainee/paralegal/legal assistant at 17%. The reallocation reflects my view that some (or more) of the work undertaken by the senior counsel/senior associate could have been done by a lower-grade fee earner, including early liaison with counsel, disclosure, trial bundle preparation, and communications with the client and the Court. I will award that time at the mean hourly rate across all of those fee earners for the two files, taking the rates set out by Tamimi in their communication to me of 19 June 2026: partner – QAR 3,500; senior counsel/associate – QAR 2,868; associate – QAR 2,200; and trainee/paralegal/legal assistant – QAR 1,475.

Specific deductions – First Instance Circuit

27. I am also going to make some general reductions across both files to reflect the following:

i. Duplication at client meetings: it is entirely a matter for the client in question as to how many lawyers should be present at meetings, but the broad principle in this Court is that it is reasonable to require the other party only to pay for one lawyer at those meetings. I deduct QAR 4,800 (see 9-10 December 2024).

ii. Counsel: it appears that counsel was instructed, with the matter then coming in-house at Tamimi. Therefore, some of the partner's preparation, the partner who was the advocate at trial, would already have been done by outside counsel and was therefore a duplication. I will divide counsel's total fee (in the disbursements spreadsheet) by the partner's hourly rate of QAR 3,500, and then deduct those hours from the partner's fees (QAR 27,361.23 divided by 3,500 = 7.82 worth of hours to deduct, namely QAR 27,370).

iii. Trial preparation: there are several fee earners working on trial preparation (four) and some of that work has been duplicated given that the advocate ultimately reviews and works on all matters relating to trial and the advocacy (see below for further analysis).

iv. Research: research is not typically allowable as a reasonable expense unless there is something novel or complex about the case in question. I will therefore deduct time for research that appears on the ledger, namely circa QAR 3,000.

v. Trial attendance: the standard principle in this Court is that it is deemed reasonable for the unsuccessful party to meet the costs of two lawyers at trial: an advocate plus one other. Therefore, I will deduct the trial attendance fees recorded on the penultimate page of the trial ledger (5.5 hours for the senior associate on two days and 3.5 hours for the associate), amounting to QAR 39,248.

28. The deductions in paragraph 27 above amount to QAR 74,418, which will be deducted equally across both files in the sum of QAR 37,209 on each case.

29. Trial preparation fully commenced around 27 January 2025, and except for the advocate, the hours expended are circa as follows across the two files:

    i. Senior Counsel: 7.8 hours (QAR 24,570).

    ii. Senior Associate: 34 hours (QAR 96,522).

    iii. Associate: 3.1 hours (QAR 6,825).

    Total: 44.9 hours (QAR 127,917)

30. For a case of this nature with some factual complexity, two trials running effectively concurrently but with important differences in each, several witnesses to cross-examine, and total relief sought of $22,000,000 across the two cases, I cannot find that approximately 44.9 hours across the two cases is unreasonable for trial preparation. The spread of work is also appropriate as this is the complex end of the case, and it stands to reason that more experienced fee earners will take the lead here. I will, however, make a deduction of 20% in relation to duplication of work that will also have been done by the advocate on trial preparation, and that will be set off in the sum of QAR 12,792 on each file.

31. Following the redistribution of hours and individual deductions above, the totals come to the following:

    Al-Maadeed (total 141.55 hours):

Fee Earner	**Hourly rate**	**Percentage of total**	**Total hours**	**Fee (QAR)**
Partner	3,500	13%	18.40	64,400
Senior Counsel/Associate	2,868	35%	49.54	142,081
Associate	2,200	35%	49.54	108,988
Trainee etc.	1,475	17%	24.06	35,489
Sub-total				**351,058**
Less QAR 37,209				**313,849**
Less QAR 12,792				**301,057**

Al-Nasr (total 127.63 hours):

Fee Earner	Hourly rate	Percentage of total	Total hours	Fee (QAR)
Partner	3,500	13%	16.59	58,065
Senior Counsel/Associate	2,868	35%	44.64	128,028
Associate	2,200	35%	44.64	98,208
Trainee etc.	1,475	17%	21.68	31,978
Sub-total				**316,279**
Less QAR 37,209				**279,070**
Less QAR 12,792				**266,278**

Appellate proceedings

32. The same comments and analysis apply to the hourly rates applied to the appellate proceedings stand as noted in relation to the first instance proceedings (see paragraphs 22-23 above).

33. The total time spent on the appellate proceedings is 127.07 hours, with the partner's time comprising 33.25% (QAR 147,875), senior counsel/associate 39.63% (QAR 153,446), associate circa 15% (QAR 35,220) and trainee circa 12% (QAR 29,472). The total claimed is QAR 366,013.

34. A few of the items on the ledger provided by Tamimi are to be deducted, including the research items, work done on other files not relevant to this case, which have been included in error (see 7 November 2025) and reviewing the appellate judgment. These deductions amount to QAR 23,070.

35. The work on the appeal necessitated reviewing the application for permission from the Claimants, responding to the Court's queries, preparing for the hearing, including the e-Bundle (and considering the significant fresh evidence tendered by the Claimants), submissions and the hearing itself.

36. I am not of the view that 127 hours (which is broadly the same amount of time as spent on the trials) is a reasonable amount of time to require the Applicants to meet by way of a

costs order. My view is that the pre-permission stage could have been completed in 30 hours, the pre-hearing preparation in 50 hours, and the hearing itself in 20 hours, spread across 2 fee earners for the full day.

37. The spread of work across these 100 hours is slightly different to the work done for the trial stage, with a slightly higher proportion allocated to the more senior fee earners, given that this was an appeal on an unusual point of law involving careful analysis, preparation and presentation, to which lower-level fee earners would not have been able to fully contribute. Therefore, I will allow (at the mean hourly rates applied above): 35 hours for the partner (QAR 122,000), 45 hours for the senior counsel/associate QAR 129,060), 15 hours for the associate (QAR 33,000) and 15 hours for the trainee/paralegal/legal assistant (QAR 22,125). This is a total of QAR 306,185, and less the items in paragraph 34, the figure is QAR 283,115.

Costs

38. The Defendant has claimed QAR 43,018 for the costs application, representing a little over 19 hours, almost exclusively undertaken by an associate and trainee.

39. The substantive costs submission is approximately 5.5 pages in length and sets out the main issues clearly. That said, 19 hours is far too long for me to allow. I will allow 7 hours comprising 5 trainee hours, 1 associate hour and 1 senior counsel hour, for a total of QAR 12,443.

Disbursements

40. As for disbursements, I will allow the work done by Mr Karl Anderson, which comprised early advice and drafting. It appears that he was due to conduct the trial himself, but that the Defendant ultimately chose in-house counsel at Tamimi for that role. This is the type of case in which it was perfectly proper to instruct a barrister from the UK, given its complexity and value. I have already set off the time taken by Mr Anderson from the time of Tamimi's in-house counsel to avoid duplication.

41. As noted above, the normal practice in this Court is that the time of two lawyers is allowed for trial, an advocate and another lawyer. I have already found that it was reasonable to instruct a barrister from overseas, which was initially done in any event.

42. However, the difficulty here is that Tamimi has an office in Doha, and individuals within that office have themselves conducted litigation within this Court. Therefore, the question, bearing this fact in mind, is as follows: is it reasonable to award the cost of three lawyers from the same firm travelling from Dubai to conduct this litigation in Doha?

43. I draw a distinction between the partner in this case, who conducted the advocacy both at first instance and on appeal, and the other lawyers working with him. His role is akin to that of a barrister travelling to Doha to conduct this case, and therefore, I will allow his time in full. I will disallow the hours of the other lawyers who travelled from Dubai on two grounds: (1) the Doha office of Tamimi has litigation resources – this assertion is based on, as mentioned in paragraph 42 above – which the Defendant could have deployed, and (2) it was of course open to the Defendant to instruct another firm should it have wished. I stress that the Defendant has done absolutely nothing improper here; the question is simply what is reasonable to ask the unsuccessful party to meet.

44. I will also allow the translation of the documentation which the Claimants submitted in Arabic.

45. Therefore, after making the deductions, I reduced the first instance disbursements to QAR 33,689 and the appellate disbursements to QAR 10,867 (both figures rounded to the nearest QAR).

Reasonableness

46. The preliminary figures that I have reached are as follows:

    i. Al-Maadeed – first instance: QAR 301,057.

    ii. Al-Nasr – first instance: QAR 266,278.

    iii. Appellate proceedings: QAR 283,115.

iv. Costs: QAR 12,443.

v. Disbursements – first instance: QAR 33,689.

vi. Disbursements – appellate: QAR 10,867.

47. The question that I must now ask is whether the figures above are reasonable. I have already explained why my view is that the disbursements are reasonable. What follows covers the first instance figures and the appellate figures.

48. As to the conduct of the parties, one of the key issues was the point-blank and ongoing refusal – despite both the First Instance Circuit and Appellate Division making enquiries – of the Claimants to reach out to OMI to ascertain the value of the investments. That was to both circuits of the Court inexplicable, particularly given that the Defendant had invited the Claimants to do so prior to the litigation commencing, and that both divisions of the Court asked for this information. Had those reasonable enquiries been made, the litigation might not have followed the costly course that it did. Second, the refusal of the Claimants to prepare the pre-trial documentation (in particular the e-Bundle), as is their responsibility to do, further drove up costs. The Claimants also consistently eschewed following the proper procedures – over and above the e-Bundle etc – for example in relation to service of documentation or the tendering of fresh evidence without any proper application which resulted in the matter having to be dealt with orally on the day of the hearing before the Appellate Division. These actions/omissions drove up costs throughout the course of the proceedings.

49. There is little evidence of any efforts to resolve the matter without recourse to litigation. The Claimants took a maximalist position – evidenced by a refusal to obtain highly pertinent evidence, viz. the value of the investments from OMI and by the ambitious damages/compensation submission by both Claimants (see paragraph 2(iii) of the judgment in Al-Maadeed ([2025] QIC (F) 16)):

> *Payment of compensation in an amount of $10,000,000 "for loss of profits and material and moral damages incurred, which are inconsistent with the requirements, purposes and objectives of insurance."*

50. This stance by the Claimants was not, in my view, conducive to settling. Even now, right at the end of this case, it is still a mystery why, for example, the information from OMI was not obtained.

51. The Defendant was entirely successful in each set of proceedings. Both divisions of the Court have ruled that the Defendant was the successful party and made costs orders for the full reasonable costs of the Defendant to be reimbursed. This is not in question, and, for example, is not even a case in which one can point to a monetary award made to a party that was lower than was sought or where a party brings a case on multiple bases but is only successful on one.

52. On the question of proportionality:

    i. *In monetary … claims, the amount or value involved*: this point I am afraid, whatever the Claimants have submitted, heavily weighs in favour of the Defendant. Each Claimant's claim was worth more than $10,000,000 (well in excess of QAR 36,000,000), an enormous sum of money on any measure. The total fees sought by the Defendant are QAR 1.2m (now trimmed down) in respect of both sets of proceedings. The total sum sought against Al-Maadeed is QAR 593,533.93 (trial costs, plus half of the appellate costs, half of the costs assessment costs, and half of the disbursements) and QAR 576,073.94 in relation to Al-Nasr, using the same formula: this represents circa 1.6% of the total sum claimed by each Claimant. On any measure, this is entirely proportionate, and indeed at the lower end of the fee-to-case-value metric. This percentage is even lower following my deductions.

    ii. *The importance of the matter(s) raised to the parties*: this matter, given the allegations against the Defendant, was clearly critically important. I have no insight into the business operations of the Defendant, but it is a safe assumption in my view that an adverse finding requiring the Defendant to pay to the Claimants in excess of $22,000,000 would have negatively affected its business, and likely very negatively.

iii. *The complexity of the matters(s) and the difficulty or novelty of any particular point(s) raised*: the case was put on multiple bases and the Defendant had to meet each i.e. breach of contract in failing to give proper advice, failure to ensure payment of quarterly returns, an alleged unauthorised transfer of brokerage, breach of privacy obligations, and failure to notify, with a claim in tort raised orally. This clearly required significant legal work and proper preparation.

iv. *The time spent on the case and the manner in which the work was undertaken*: following the reductions that I have made above, I am satisfied that all of the remaining items are reasonably incurred and reasonable in amount. These were three sets of proceedings effectively, two separate trials heard on separate days and one set of appellate proceedings. The Defendant has carefully recorded its time for each part of the proceeding, and as noted above, the Claimants, other than a general assertion that everything was challenged as excessive and unreasonable, have not challenged the time in any substantive manner.

Disposition

53. My order is therefore as follows (calculated by the individual figure allowed on each specific file per Claimant, plus half of the disbursements and costs figures):

i. Mr Al-Maadeed is to pay the Defendant the sum of **QAR 329,557**.

ii. Mr Al-Nasr is to pay to the Defendant the sum of **QAR 294,778**.

iii. The Claimants are jointly and severally liable to the Defendant in the sum of **QAR 283,115** representing the allowable costs of the appellate proceedings.

Further note on costs

54. I suspect, given the progress of this case and the tenor of the Claimants' submissions, that they will be somewhat disappointed with this outcome. It is important that they understand how and why I have come to these conclusions. I will try to do so shortly and plainly in the following paragraphs.

55. The Claimants commenced litigation against the Defendant for around $11,000,000 each (well over QAR 36,000,000).

56. The general rule in this Court contained in the Rules at article 34.2 is that the unsuccessful party pays the costs of the successful party. Costs must be reasonably incurred and reasonable in amount to be allowed, and guidance on what is reasonable is contained within Practice Direction No. 2 of 2024 (Costs). See paragraphs 12-17 above for an explanation of the specific rules.

57. Normally, it is the Court that will decide whether a party is successful and is therefore entitled to its costs from the unsuccessful party. This decision was made twice in this case: both the First Instance Circuit and the Appellate Division ruled in this case that the Defendant was the successful party and was entitled to its costs.

58. I am bound by the decisions of the First Instance Circuit and Appellate Division: I do not have the discretion to award no costs on principle as I was invited to do by the Claimants in this case.

59. The litigation was hard-fought, with voluminous documentation and witness evidence.

60. The Defendant (as with any Defendant in this Court) is entitled to defend itself vigorously.

61. The Defendant is entitled to instruct lawyers of its choice. Given the complexity of the case and the damages/compensation sought – around $11,000,000 in respect of each Claimant – choosing a reputable international firm such as Tamimi was an understandable and reasonable decision.

62. The fees Tamimi charged are comfortably commensurate with those charged by comparable firms in the Doha market.

63. The only task for me is to determine what is reasonable and what is not reasonable. I received submissions with ledgers of fees from Tamimi. The Claimant also set out its own submissions, of which I have taken account (see paragraphs 18-21, above). Submissions that no costs should be awarded or that the Defendant was not in fact the successful party,

or broad appeals to justice and equity (insofar as they do not touch upon proportionality) are not arguments that I can take into account, as those are arguments to be made before the Court that makes the original costs order.

64. I do not perform a line-by-line analysis of items in the ledger in cases in which the unsuccessful party does not do so itself for the reasons given above.

65. However, I do scrutinise carefully the costs and make deductions where appropriate. I have done the same exercise in this case and deducted a significant amount claimed.

66. My conclusion is that the time and figures that I have concluded are allowable, both reasonably incurred and reasonable in amount.

Miscellaneous

67. Parties litigating before this Court must be aware at the outset of how this Court operates and of all of the consequences of litigation.

68. Damages must be properly pitched when claims are crafted and compiled. By way of example and without expressing any view on future cases, if the Claimants had not attempted to claim around $11,000,000 each, they would have had a stronger argument that the fees were not proportionate.

69. Claims must also be properly pitched, as throwing as much as possible against the wall can result in unnecessarily complex claims, which drive up costs.

70. This Court is incredibly user-friendly. There is a plethora of guidance in both English and Arabic available, including all of the judgments, which assist parties in navigating what might be an unfamiliar jurisdiction. Parties simply must put in the work prior to commencing litigation in this Court. Nothing should come as a surprise.

71. The pattern in this case has followed a similar pattern that we see all too often in this Court. The Claimants in this case have sued the Defendant for around $11,000,000 each. The Defendant successfully defended itself and was decisively successful. In my view, it cannot be reasonable for the Claimants now to complain that they must bear the costs. It was the

Claimants who launched unsuccessful and very high-value litigation. Unsuccessful parties and observers must always remember that there is always another party to litigation – in this case the Defendant – who has vindicated its position.

72. In this case, it is clear that the Defendant was right to defend itself as it was successful both before the First Instance Circuit and the Appellate Division.

73. Parties considering launching litigation in this Court must be cautious, deliberative, realistic, take proper advice, and only after considering all the ramifications of their actions decide to file a claim in this Court. One of the key principles in this Court is open justice and access to justice and it is open to any party falling within its jurisdiction, partly evidenced by the fact that this Court does not charge any filing fees of any nature for claims. Cases are also dealt with efficiently and skillfully by the Registry and judiciary. However, I cannot stress enough that litigation before this Court is a serious matter. Therefore, the steps that I have noted in this paragraph are important ones for parties to consider.

74. There are consequences to actions before this Court, and the unsuccessful party paying the successful party's costs is usually one of them.

By the Court,

[signed]

Mr Umar Azmeh, Registrar

A signed copy of this Judgment has been filed with the Registry.

Representation

The Claimants/Respondents were represented by the Said Al-Mansoori Law Office (Doha, Qatar).

The Defendant/Applicant was represented by Al-Tamimi & Company (Dubai, UAE).